

# The Village at Townpark Condominium Association

## ADOPTED AMENDED AND RESTATED RULES AND REGULATIONS

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*Adopted 8/24/21*

## **I. OVERVIEW**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the commonly used facilities available for use within the Condominium (the "Condominium") shall replace all prior versions of the Rules and Regulation, and shall apply to and be binding upon all unit owners, as well as tenants, guests and invitees.

Whether noted as singular or plural throughout this document, "owner" shall represent all owners of record per legal title to the condominium parcel. Reference Florida Statute 718.103 for a more extensive list of terminology and definitions frequently utilized by condominium associations.

The unit owners shall at all times comply with these Rules and Regulations and shall ensure that they are faithfully observed by their families, guests, invitees, tenants and other persons for whom they are responsible or over whom they exercise control and supervision. It is important to understand that, in addition to legal action and the imposition of fines, any misconduct or violations of the Association's governing documents including any rules set forth herein may result in a violation and/or suspension of the use of amenities. Owners are ultimately responsible for the fines resulting from any violations.

Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors (referred to as "the Board").

The Association has the power but not the obligation to grant relief to one or more unit-owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request and for good cause shown in the sole opinion of the Association. Also, the failure of the Association to enforce these Rules in one case is not a waiver of the right to enforce in other cases or situations.

(ALL REFERENCES HEREIN TO TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS PROVIDED BY THE DECLARATION OF CONDOMINIUM FOR THE VILLAGE AT TOWNPARK CONDOMINIUM ASSOCIATION, A CONDOMINIUM ("DECLARATION"), OR THE ARTICLES OF INCORPORATION AND BY-LAWS FOR THE VILLAGE AT TOWNPARK CONDOMINIUM ASSOCIATION. ALL REFERENCES HEREIN TO OWNERS SHALL ALSO INCLUDE TENANTS, RESIDENTS AND OTHER OCCUPANTS AS CONTEXT SUGGESTS).

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## II. POLICIES, GUIDELINES AND RESOLUTIONS

Below is a listing of current Association policies that are in effect; these policies should be reviewed by all owners and residents periodically to ensure compliance.

- 1.) Decorum Policy
- 2.) Violations and Fining Policy
- 3.) Parking Policy
- 4.) Leasing Policy
- 5.) Collections Policy
- 6.) Architectural Review Policy
- 7.) Records Request Policy
- 8.) Occupancy and Use Restrictions

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### **III. GENERAL RESTRICTIONS**

#### **A. OCCUPANCY**

1. Units shall be used only as appropriate for a residential community as defined by Florida Statute. Each owner, tenant and occupant of a Unit should carefully review the Amended Declaration and other governing documents including these rules and regulations for additional occupancy and use restrictions.
2. All owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a unit will comply with these Rules and Regulations and any and all rules and policies which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including but not limited to suits for money damages, injunctive relief, or any combination thereof, as set for the in the Declaration, the Articles and By-Laws. Additionally, the unit owners are jointly and severally liable for any violations committed by other persons occupying or visiting their units, including any fines for such violations.
3. Owners and their tenants must provide and maintain updated telephone numbers, emails and mailing address, as well as emergency contact information to the Management office. This information will not be made public to other unit owners or residents, excluding the Board and as otherwise required by law. This information is for the purpose to effectively communicate among Board members, Management and all unit owners and residents.
4. There shall be no solicitation by any person anywhere in or on the condominium property for any cause, charity or any other purpose whatsoever unless specifically authorized by the Association. This includes door hangers, flyers, magnets, etc., by local companies.
5. All approvals required or permitted hereunder from the Association must be in writing.
6. For requested not readily available on the Associations website, the Association will respond to unit owner inquiries received by its Registered Agent by certified mail, return receipt requested, in accordance with the procedures and requirements as per Florida Statutes.

#### **B. CHILDREN**

1. Children shall be the direct responsibility of their parents or legal guardians, including full supervision while within the Condominium property and including full compliance by children with these Rules and Regulations and all other rules and regulations of the Association.
2. Unreasonable or continuing disturbances by anyone of any age, such as those caused by shouting or other loud noises, will not be tolerated. Unless otherwise stated herein, all children under the age of fourteen (14) years of age must be accompanied by a responsible adult over the age of eighteen (18) years of age when entering and/or utilizing the recreational facilities.

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**C. PETS**

1. Not more than two (2) domesticated pets (limited to either approved dogs or cats except fish for which there is no limit on the number) may be kept in a unit.
2. All pets must be registered at the Association office. A Pet Information form must be completed with an attached photo of the pet as well as the current non-refundable pet fee per dog.
3. Unit owners will be responsible for any damage to common areas caused by their pets, or by those of their tenants or guests.
4. RESIDENTS MUST CLEAN UP IMMEDIATELY AFTER THEIR PETS AND DISPOSE OF ALL EXCREMENT IN A SEALED PLASTIC BAG PLACED IN AN APPROPRIATE TRASH RECEPTABLE as provided throughout the community. Pets cannot be allowed to urinate or defecate on balconies, patios, garage areas, driveways, walkways or other solid surface Association property.
5. The Association does hold the right to have any pet permanently removed with a three (3) day notice should a pet be found to be a nuisance or annoyance to neighbors.
6. The feeding of any non-domesticated animals, including birds and/or stray animals is strictly prohibited.
7. No animals other than dogs, cats, fish or caged birds are permitted to be kept as pets.

**D. NOISE**

1. All residents are entitled to quiet and peaceful enjoyment of their living space. Everyone must exercise extreme care to minimize noise. No continuous and intentionally created noise that is objectionable in adjacent units is permitted at any time.
2. Owners are responsible for the noise created by their tenants, visitors, guests, tenants' guests, contractors and pets. Any disturbance that can be heard outside of an owners' unit may be subject to a fine.
3. All residents are required and expected to comply with current Manatee County Noise Ordinance guidelines.

**E. BICYCLES**

1. All bicycles must be kept in the resident's unit, a garage or off-site location except as otherwise provided herein.
2. All bicycles are required to have a bicycle permit attached to the front fork of the bicycle. An application and a bicycle permit must be obtained at the Management office. Residents must make an appointment with the Management Office to bring a completed copy of the application and bicycle to secure the permit. There is no charge for the permit. A picture of the bicycle will be taken when the permit is applied to the bicycle.
3. All bicycles are required to be maintained in operable condition, which is left to the discretion of Management.
4. Association owned bicycle racks are located in areas for the convenience of residents when riding to the pool, playground, picnic table area or mail kiosk. The bicycle racks are not a place to store your bicycle.

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5. No bicycles shall be left in any of the bicycle racks, outdoors or in any common areas after 9 pm. Any bicycle found without a permit will be confiscated and a \$25 fee for the return of the bicycle will apply. If the bicycle is not claimed within fourteen (14) days, it will be discarded.

6. Bicycles may not be attached/locked to any common area fencing, gates or any other common element. The Association reserves the right to remove the bicycle from Association Property by means of cutting the lock at the bicycle owner's expense.

## **IV. UNIT USE RESTRICTIONS**

### **A. INTERIOR USE**

1. No improper, offensive or unlawful use shall be exhibit in any unit, the Condominium Property, or the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

2. No Unit Owner nor Resident shall permit or suffer anything to be done or kept in their Unit which may increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or other objectionable activity, nor shall any Unit Owner commit or permit an illegal act in or about the Condominium Property.

3. Business use of a residence which shows signs of commercial activity and business use of the common elements is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a unit or the common elements, including but not limited to, signage; or regular pick-up or delivery of supplies, materials, partially or completed goods; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for residential purposes, in the sole discretion of the Association. Business not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

4. Common elements, Residential Limited Common Elements and Limited Common Elements will not be obstructed, littered, defaced, or used for storage of household items or garbage.

### **B. BALCONIES AND LANAIS.**

1. Nothing may be thrown or dropped from the windows, balconies, lanais, or any other part of the property. This includes, but is not limited to, cigarette butts, garbage, plant material, food, etc.

2. No liquids (with the exception of rainwater) is permitted to flow or drip from the balconies, lanais, or windows for any reason.

3. Plants are to be watered in such a manner as to avoid dripping to the floors beneath. Dead and dying plants are to be removed immediately. No plants, such as vines, are permitted to attach themselves to the building exterior. No plants are allowed in common areas.

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4. Balconies or lanais are not to be used for general storage of any items including, but not limited to, coolers, storage bins, cardboard boxes, and construction supplies.
  5. No items that may be easily relocated by wind or severe weather (i.e. sun umbrella, a canopy) may be stored on balconies or lanais, regardless of whether it is secured. In the event of a hurricane or tropical storm warning, ALL items MUST be removed from the balcony or lanai IMMEDIATELY and all roll up shades shall be removed or secured. The same applies if any unit is to be left vacant for more than thirty (30) days during the months of June through November of any given year. Owners or residents are responsible for any and all damages to the exterior of the building, or to other units or residents, caused by their failure to remove all items per this section.
  6. Only a single electric grill is permitted on balconies or lanais, as long as the use of the grill is in compliance with Manatee County regulations. Grills using any combustibles are prohibited.
  7. The use of fireworks or any other projectile on any balcony or lanai or elsewhere on the property is strictly prohibited. Any violation will be immediately reported to the police and/or fire department.
  8. Nothing may be attached to exterior walls, railings or ceiling by any means. Likewise, nothing may be affixed to the windows or window frames.
  9. Hot tubs, portable swimming pools, spas, fountains, artificial ponds or other items designed to contain large amounts of water are prohibited on balconies and lanais.
  10. Nothing may be placed on balconies or lanais in an attempt to air dry including, but not limited to articles of clothing, sheets, blankets, towels, beach apparel, rugs, brooms, mops and laundry.
  11. No exterior loudspeakers are permitted on balconies or lanais.
  12. Wind chimes are not permitted on balconies or lanais.
  13. Balcony or lanai railings or walls are not to be painted or altered in any way.
- Balcony or lanai flooring, or any other structural portion of the balconies or lanais may not be modified without prior written approval from the Association in accordance with the procedures for such alterations. Owner must follow the Architectural Review approval process outlined in the Condominium Documents prior to making modifications.

**C. HOLIDAY DECORATIONS**

1. The local fire department recommends the purchase and use of artificial holiday trees in all multi-unit buildings. If residents should choose to have a live tree, appropriate caution should be exercised. Unless otherwise notified in advance by the Association, disposal of trees is the sole responsibility of the owner(s) and/or resident. TREES ARE NOT TO BE DISPOSED OF IN OR AROUND THE TRASH COMPACTOR.
2. Holiday decorations may only be present and visible during the month the holiday occurs. Exception will be made from November 22 until January 15 of any given year.
3. No musical decorations may be displayed or used on the outside of any unit or balcony/lanai.
4. Door decorations may be placed on exterior doors using magnets or hangers. Nailing or drilling into the door is not permitted. Door decoration dimensions are not to exceed 24 inches wide by 36 inches tall.

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5. Notwithstanding any other rules, exterior unit lighting may be displayed on the lanai from November 22 to January 15 of any given year. No holiday decorations of any type may be permanently attached to any common element or limited common element.
6. Nailing, drilling or permanently affixing any holiday decorations is prohibited.

**D. ALTERATIONS**

1. A residential Unit Owner, or any other person occupying or visiting the Owner's Unit, will not alter or damage walls, doors, balconies, terraces, storm shutters, or windows of a Building, Common Elements, or Condominium Property, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association.
2. All portions of the Common Elements must, at all times, be kept free of obstruction. No garbage cans, supplies or other articles are to be placed in any common area.
3. As posted at the garbage disposal area, no appliances, electronics, vehicle parts, construction material or hazardous materials of any can may be discarded at the Association's garbage disposal areas. Residents must arrange to dispose of such items off the Association's property.
4. No Unit Owner may in any way affix any "for sale" or "for rent" signs, political signs, or notices or advertisements to the exterior of their Unit, anywhere on the Condominium property, or in any way allow any signs to be visible to the general public from within their Unit.
5. No propane tanks, flammable or explosive fluids, or corrosive chemicals may be kept in any Unit or on the Common Elements which includes balconies and lanais. Residents must adhere to ordinances as mandated by the East Manatee County Fire Marshal.
6. Curtains, draperies and other window coverings (including their linings) that face exterior windows or glass doors of Units shall be white or off-white in color. Reflective films, aluminum foil insulation board or decorative applications (e.g. frosted window film) may not be adhered to window surfaces or placed against the window. Window air-conditioning units are prohibited.
7. The Association's facilities are for the exclusive use of unit owners, their lessees, their visitors, guests and their family. Owners and their tenants may not both retain use of the common area facilities such as parking areas, pool area, fitness center or other common area amenities. Unless otherwise agreed to in the lease agreement, owners, upon leasing their unit, automatically transfer such use rights of the common area amenities to their tenants.

**E. CONSTRUCTION, REMODELING AND ANY WORK PERFORMED**

1. GENERAL CONTRACTOR/SUBCONTRACTOR AGREEMENTS. All guidelines and rules described in this document apply to general contractors and subcontractors. It is the owner's responsibility to ensure that contractors and subcontractors fully understand the condominium association's requirements. The owner will be held responsible for all subcontractors' operations. Where "structural" work is performed under a subcontract agreement, the plans and approval submitted require a subcontractor listing and identification.



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2.       ARCHITECTURAL REVIEW REQUEST. Owners must submit a completed Architectural Review Request form including written description and/or plans and a sketch of the proposed work to the Management office for review and approval prior to commencement of any work. Owners and their contractors must obtain any and all necessary Manatee County permits before work begins. Owner is responsible for all costs to repair non-compliance work. The Association shall respond to an owner's completed Architectural Review Request form within thirty (30) days of receipt of such completed Architectural Review Request form.
3.       STRUCTURAL ENGINEER. The Association may require a structural engineer to review certain of the proposed improvements with such review being at the owner's sole expense.
4.       LICENSE AND INSURANCE. All contractors must be insured to perform work and must be licensed if required by law to perform such work. Proof of insurance and licensing, including providing a certificate of insurance naming The Village at Townpark Condominium Association as additionally insured and the individual owner as a certificate holder in connection with all insurance coverage, such as workmen's compensation insurance, must be provided prior to commencement of any work. Owner(s) will be held responsible for all costs regarding any liability claims and/or damage caused by contractors.
5.       CONSTRUCTION HOURS. Construction, decorating, remodeling work or any other work performed within the residential units or on the Condominium Property is only permitted Mondays through Saturdays between the hours of 8:00 am and 8:00 pm. No such work shall be performed outside of these hours nor on Sundays nor legal holidays, except in case of emergency and if authorized in advance by the Association as an exception to these Rules. Inside work exhibiting no noise is permitted.
6.       NOTICE. Owners must provide prior notice of scheduled work within their Unit or Limited Common Element at least five (5) days in advance if the work requires the assistance of Management or maintenance personnel (such as for fire system work, or tie in to common systems such as plumbing or electric).
7.       CONTRACTOR PARKING. Contractor parking is limited to spaces designated as Visitor Parking on a first-come basis. Any clean-up of any leaking fluid will be charged to the Unit Owner for whom the contractor was performing work.
8.       GENERAL BEHAVIOR AND GUIDELINES FOR CONTRACTORS. Contractors working for Unit Owners must demonstrate acceptable behavior while performing work and are subject to all existing Rules and Regulations of the community. Unacceptable behavior includes but is not limited to foul language, threatening behavior, disregard for rules, offensive sexual behavior, confrontational behavior, or flagrant disregard for safety. Use of loud music within a unit while working is prohibited. Contractors hired by unit owners to perform work in a unit may not use any amenities of the Association while working on the property. All trash and construction material debris must be hauled away and disposed of offsite. Construction materials are prohibited from remaining in any common element. Failure to adhere to general behavior guidelines may result in a fine or legal action being taken against the owner(s).

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9. UNIT ACCESS DURING OWNER OR RESIDENT'S ABSENCE. Management will not provide a contractor access to a unit during a resident's absence. Emergency access may be granted with written permission from a resident/owner, or with permission from Management and/or Board Member when communication cannot be established with resident/unit owner. Emergency access to be defined as unexpected work to be performed for the purpose of mitigating damages to one or more units; work to address emergency matters (i.e. water leak repairs) will be allowed, when necessary.
10. TRASH REMOVAL. The contractor must remove all construction debris, boxes and trash from the condominium property at the end of each day. Disposal of any such debris in and around Association owned trash compactors is prohibited. Should the contractor fail to remove such trash or debris, any cost of removal is the sole responsibility of the unit owner(s).
11. EXTRAORDINARY CLEANING. If it is necessary that extraordinary cleaning be performed by Association personnel due to a contractor's or resident's negligence, the owner shall be responsible to reimburse the Association for all such labor expenses.
12. FLAMMABLE MATERIALS. At no time may flammable materials be stored overnight.
13. LIQUID MATERIAL DISPOSAL & CLEANING. Disposal of liquid chemicals or products through the Association plumbing is prohibited. Disposal of liquid material through any Association storm water drain is prohibited and subject to civic fines and prosecution. Cleaning of brushes or application material in any Association plumbing system, garage area, landscape area or any common property is strictly prohibited.
14. USE OF BALCONY OR LANAI AREAS FOR PERFORMING WORK. Use of balcony or lanai areas for work purposes is not allowed unless the project is for the purpose of improving the balcony.
15. DAMAGE OF PROPERTY. Damage to any portion of the buildings and grounds by contractors will be assessed by the Association and a repair bill submitted to the unit owner(s).
16. COMMON SYSTEMS. If work involves a common system of the property, including but not limited to fire systems, plumbing systems, water supply systems, or any structural systems, Management involvement is required, and Board approval may be necessary. In certain circumstances, the Association may require an Association contracted vendor to perform the service. FAILURE TO NOTIFY MANAGEMENT PRIOR TO WORK INVOLVING COMMON SYSTEMS MAY RESULT IN ALARMS, SYSTEM FAILURES AND/OR DAMAGE OR DISRUPTION TO THE COMMUNITY.
17. FIRE SYSTEM ELEMENTS IN UNIT. Should owner's and/or resident's Contractor activity result in the failure of any of the fire safety systems such as speakers, strobes, horns and connected wiring, sprinkler heads, piping, and flow sensors, the Association reserves the right to correct the issues and all associated costs will be the responsibility of the unit owner(s).
18. FIRE SPRINKLER HEADS. Fire sprinkler heads and sound alarms may not be painted, removed or altered at any time. Factory-painted sprinkler covers are permitted. When painting, protective covering must be used to prevent failure of the fire sprinkler head. Any sprinkler head or sound alarms found to be painted or altered will require replacement at the Unit Owner's expense. Sprinkler heads are not to be used as a hanging device, such as for decorations and support of any objects. Sound alarms may not be removed for any reason other than replacement.

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19. SMOKE DETECTORS. Smoke detectors may not be removed, except for basic maintenance or battery change. Protective covering must be used when performing work in a unit so as not to trigger a false alarm from the smoke detector. Common items which can inhibit a smoke detector include dust, sawdust and paint. The replacement of smoke detectors or batteries is the unit owner's responsibility.
20. WELDING. Any work requiring welding must be reported to the Management office so that proper steps can be taken to properly set the fire system into "test" mode to avert a false fire alarm at the property.
21. WORK REQUIRING NEIGHBORING UNIT ACCESS. If work requires access to another unit to complete work, such as plumbing installations, Management involvement is required. Association approval may be necessary in order to properly coordinate with a neighboring unit.
22. MODIFICATIONS OF ASSOCIATION STRUCTURES. Cutting or drilling into the floors, ceilings, columns, windows, window frames, and structural walls requires prior approval from the Association and approved permits from Manatee County when applicable. Nothing shall be done in, on or to the common elements that will impair the structural integrity of the building or that would structurally change the original building's design. The relocation of any main water risers, waste lines, drains or venting stacks is strictly prohibited. The modifications or moving of the windows, balcony or lanai doors or entry doors is prohibited. This includes replacing as built windows with doors of any kind.
23. FLOORING UNDERLAYMENT. Appropriate underlayment is required for hard surface flooring. The Association will make final approval of the material following receipt of a completed Architectural Review Request form that includes a product specification sheet as well as a sample of the flooring and underlayment product. The Association shall respond to an owner's requests to change their flooring within thirty (30) days of receipt of such completed Architectural Review Request form. Prior to installation of the flooring, the owner and/or contractor must allow the Association to inspect the soundproofing materials to confirm that they comply with the requirements and are the approved materials.

**F. HURRICANE AND STORM PROTECTION AND ENTRY**

1. All owners of a unit desiring hurricane/storm shutters may only install such additions in accordance with the hurricane shutter specifications adopted by the Board. Installation of hurricane shutters require submission and approval of Architectural Review Request form prior to commencement of work.
2. Each unit owner is responsible for removing all furniture, potted plants and other objects that may present a flying debris hazard from outside areas as soon as a hurricane or tropical storm watch or warning is issued for the area.

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**G. WATER LEAK DAMAGE**

1. Any water leaks observed within any unit or possibly coming from adjacent units or exterior walls should be immediately reported to the Association. Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, A/C units, water heaters and shower stalls inside their respective unit, and for inspecting and maintaining all facilities in good condition at all times to prevent leaks.
2. Water damage, including damage to other units or common elements caused by leaks within a unit, is the responsibility of that unit owner.

**H. LOSS AND MOISTURE PREVENTION BY OWNERS**

1. The Unit Owners must ensure that the air conditioning system maintains the temperature in the Unit, whether or not occupied, to minimize humidity in the Unit.
2. Each Unit Owner will:
  - a) Regularly inspect the parts of the Condominium that they respectively maintain and that are visible and accessible without having to first conduct invasive testing for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage;
  - b) Upon discovery, immediately repair in a good working condition the source of any water intrusion in the parts of the Condominium that they respectively maintain;
  - c) Remediate or replace any building matter located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and
  - d) Promptly and regularly remediate all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain in accordance with current industry-accepted methods.

**V. AMENITIES USE RESTRICTIONS**

**A. FITNESS CENTER.**

1. The fitness center is to be used at the user's risk.
2. No persons under the age of fourteen (14) are permitted in the gym without direct adult supervision. If any user does not comply with these rules or disturb the peaceful use and enjoyment of the fitness center by other persons, fines can be levied against owner(s) and use rights can be suspended by the Association.
3. Proper fitness attire is required including shirts and shoes.
4. The fitness center is for use during designated hours and cannot be reserved. Only residents and their visitors or guests who are accompanied by the resident may use the fitness center.

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5. Food or glass bottles are not allowed in the fitness center at any time. Beverages must be in plastic bottles or containers.
6. All equipment must be wiped down after each use.
7. Users of the fitness center are to report any missing, damaged or malfunctioning equipment to the Management office immediately. As a safety measure, fitness center users are prohibited from attempting to repair any non-working equipment.
8. Turn off the TV, fan and lights if last to leave the fitness center.
9. For the safety of all users, the fitness center door is to remain closed and locked at all times. Propping the door open is prohibited.
10. Do not drop the weights that may cause damage to the floor or make exercise noise that may be offensive or disturbing to others using the fitness center.
11. Do not remove any equipment or store personal equipment at the fitness center.
12. Abuse of equipment may result in fines and/or expulsion from use of the fitness center.
13. If any music is being listened to by persons in the fitness center, they must use headphones or earphones so as not to disturb any other users.
14. Pets are not allowed in the fitness center at any time.

**B. SWIMMING POOL**

1. The pool is to be used at the user's own risk. Children under the ages of fourteen (14) may use the pool, but only under direct adult supervision. There is no lifeguard on duty.
2. Proper bathing attire must be worn at all times. No pants, cutoff shorts, underwear or thongs are permitted. Nudity is strictly prohibited.
3. Showering before entering is required.
4. Only residents and their guests or visitors may use the pool. Resident must be present at all times when accompanying a guest or visitor.
5. No food or drinks are to be consumed in the pool.
6. Smoking of any kind is prohibited in and around the pool areas.
7. The pool is open from 8 am to 9 pm.
8. Please report any missing, damaged or malfunctioning equipment to the Management office immediately. No unit owner, resident, nor guest may perform any work on the common area equipment. All repairs will be made by the authorized pool company at Management's discretion.
9. Glass containers are not permitted in any part of the pool area. Only non-glass containers are approved in the entire pool area.
10. Swimming pool occupancy is limited to 41 people.
11. No running, jumping or diving into the pool is permitted.
12. The pool may be closed at the discretion of the Management in the event of inclement weather or mechanical/chemical problems.
13. The pool cannot be reserved.

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14. No pets are allowed in the pool or gated pool area at any time.
15. Furniture, including but not limited to chairs and tables, are not to be removed from the pool area.
16. Owners/residents and their visitors or guests will conduct themselves in such a manner that will not disturb or interfere with other owners, residents, visitors or guests within the pool area.
17. Children who are not toilet trained, and other incontinent persons, must wear clothing specifically designed and manufactured to serve as waterproof pants when in the pool area.
18. No radios, stereos, boom boxes, or musical instruments are allowed in the pool area. Headsets and/or earphones are required.
19. Subject to the maximum pool area capacity of 41, pool area gatherings have a maximum capacity of four (4) guests per unit.
20. All trash is to be disposed of in the receptacles provided while using the pool.

**C. COURT(S)**

1. Rules of use including hours of operation will be posted at court(s) entry.
2. Children under the age of fourteen (14) must be accompanied by an adult.
3. No private lessons shall be given using the court(s) unless otherwise approved by the Board of Directors.
4. Appropriate court shoes must be worn while on the court.
5. No eating nor smoking while on the court(s).
6. Posted play time limits must be observed and respected when others are waiting to play.
7. Entry gate(s) must remain closed at all times.
8. No bicycles, skateboards, roller blades, skates and other wheeled items are permitted on the court(s).
9. Pets are prohibited on the court(s).

**D. PLAYGROUND**

1. The playground is open from dawn to dusk.
2. Use of the playground equipment is at one's own risk.
3. Equipment must be used as intended. Destructive behavior on the equipment is prohibited.
4. Only children under the age of 14 are permitted to use the playground equipment and those under the age of 12 must be supervised by an adult.
5. Glass bottles are prohibited in the playground area.
6. Rough play and loud noises are prohibited.

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**E. GRILL AREAS**

1. Grills can be used from dawn to dusk.
2. Use of the grills is at one's own risk.
3. Grills must be attended at all times while in use.
4. Grills are to be used only by residents 18 years and older.
5. Residents using the grills are responsible for ensuring that all fires have been extinguished and the areas have been fully cleaned after use.

**F. LAKES AND PONDS**

1. No boating, canoeing, wading nor swimming is permitted in the lakes and ponds.
2. Fishing is prohibited. The fish in the lakes and ponds are intended to help maintain water quality, reduce contamination and assist in mosquito abatement.

**VI. ASSOCIATION ADMINISTRATION**

**A. ACCESS TO UNITS**

1. The Association, through its Officers or any designated Agent, will maintain a pass key to each unit for emergency access for maintenance or other emergency purposes. In addition to a key (and/or working door code), owners must provide the security alarm code and such other information so as to permit the Association unobstructed access when needed.
2. All keys and information obtained will be kept secure by the Association.
3. Should an owner fail to provide such a key and all other access information, the Association shall have the right to forcibly enter for the purposes provided herein and under the Declaration, and to hold the owner responsible for all costs and fees including but not limited to attorney's fees arising out of the failure to comply.
4. Per East Manatee County Fire Rescue District, fire sprinklers on the interior of units are required to be inspected annually. Any defects and/or delinquencies noted are required to be repaired promptly. The office will assist the Fire Marshal in coordinating these inspections with owners and residents. Should an owner or resident neglect to respond to the request for inspection, the Association reserves the right to the enter unit as needed. Owners are responsible for the cost of replacement of the sprinkler heads that have been damaged by owners or owner's tenants such as those that have been painted or compromised in any way to hinder their effectiveness.

**B. RELIEF AND NON-WAIVER.**

1. The Association has the power but not the obligation to grant relief to one or more unit-owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request and for good cause shown in the sole opinion of the Association.
2. The failure of the Association to enforce these Rules in one case is not a waiver of the right to enforce in other cases or situations.

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**C. WRITTEN INQUIRIES BY UNIT OWNERS**

1. The Association will respond to unit owner inquiries received by its Registered Agent by certified mail, return receipt requested, in accordance with the procedures and requirements contained in section 718.112(2)(a)2, Florida Statutes. All inquiries need to be in accordance with current Florida statutes.
2. As a general matter, the Association will not conduct research, or a detailed review of the official records of the Association, in order to respond to an inquiry. In such cases, the Board depending on the facts involved, may determine to offer the inquiring unit owner access to the official records of the Association in regard to such matter, or may determine that the Association is not able to provide a substantive answer without additional research.
3. Written inquiries are limited to issues concerning the operation of the Association. Inquiries seeking to elicit personal information pertaining to individual members of the Association or Board members, or persons affiliated with the Association, except as otherwise specifically provided by law, will not be recognized by the Board as a valid written inquiry.

**D. INSPECTION AND COPYING OF ASSOCIATION RECORDS**

1. **RECORD DEFINED.** The official records available for inspection and copying are those designated by the Florida Condominium Act and as outlined in the Florida Department of Business and Professional Regulation and as defined in Florida Statute 718.111 (12).
2. **PERSONS ENTITLED TO INSPECT OR COPY.** Every unit owner or the unit owner's authorized representative, as designated in writing by the unit owner (hereinafter collectively referred to as "unit owner") shall have the right to inspect or copy the official records pursuant to the following rules.
3. **INSPECTION AND COPYING:**
  - a) A unit owner desiring to inspect the Association's records shall submit a written request utilizing the Association's Official Records Request Form. The completed form may be delivered to the Registered Agent of the Association by hand-delivery with a signed receipt acknowledging delivery, or by certified mail, return receipt. The Registered Agent's address may be located on [www.sunbiz.org](http://www.sunbiz.org). No verbal requests for records, or requests by email are permitted. The request must specify the particular record(s) requested for inspection, including pertinent dates or time periods, and shall state whether the request is for inspection or simply a request for photocopying. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
  - b) Inspection or copying of records shall be limited to those records specifically requested in advance, in writing, at maximum allowable cost.
  - c) All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.



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d) Records shall be made available for inspection by the Association as per Florida statute. The timeframe shall be extended in the event records are so voluminous or otherwise in such condition as to render this timeframe unreasonable. The Association shall notify the unit owner in writing as to when the records are available and the proposed time(s) and date(s) available, and the location designated for such inspection. The unit owner must make arrangements with the Association representative for another mutually acceptable date and time if the date(s) suggested by the Association is not acceptable.

e) Inspection shall be made only by appointment, between the hours of 9 am and 4 pm on days the Association office is open, or as otherwise designated by the Board or Manager.

4. MANNER OF INSPECTION:

a) No inspection or copying of records shall be conducted in a manner to harass any unit owner, resident or Association agent, director or employee.

b) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.

c) The Association may maintain a log detailing:

(1) The date of receipt of the written request for inspection;

(2) The name of the requesting party;

(3) The requested records;

(4) The date the owner was notified of the availability of the records;

(5) The date the records were made available for inspection or copying;

(6) The date of actual inspection or copying;

(7) The signature of the unit owner acknowledging receipt or access to the records.

(8) Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

5. ENFORCEMENT OF INSPECTION AND COPYING RULES

a) Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

b) Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the unit owner. Any nonconforming requests for inspection or copying may be responded to by the Association representative by notifying the requesting person of the existence of these rules and pointing out the necessity of complying herewith.

c) The Board of Directors may take any available legal action to enforce these rules, including the levy of a fine.

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**E. INTERFERENCE WITH ASSOCIATION EMPLOYEES AND AGENTS.**

1. No owner, tenant or occupant of a unit shall direct, supervise or in any manner attempt to assert any control over any of the employees, agents or contracted vendors of the Association, nor shall he or she attempt to send any such employees, agents or contractors on private business of such unit owner, tenant, or occupant; such employees and contracted vendors are to be directed only by Officers of the Association or the Management personnel engaged by the Association. The Association, through the Management office shall be solely responsible for directing and supervising the Association's employees and its vendors and contractors. No employee, vendor or contractor should be personally directed or reprimanded by an owner, tenant, visitor, guest or contractor hired by a unit owner. Complaints against contractor(s) or vendor(s) must be in writing and addressed directly to the Management office or the Association. For complaints against employee(s), please contact the Board President.
2. No Management or Association employee is permitted to do private work or run personal errands for owners while on duty. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
3. Barring Association, state or local mandated inspections and barring health and safety emergency concerns, the office and/or Management will NOT provide access to individual units and garages. It is the owner and/or resident's responsibility to provide such access. Any unit owner who has not provided a working key to the office for access to the unit could be subject to a fine and will be responsible for any damage and/or costs associated with Association's needed access.
4. Barring emergency situations, the Owners shall instruct their tenants that they are not permitted to communicate with the Management office or its staff with respect to interior unit issues. The Management office works for the Association and its staff does not have any obligation to serve as on-site property management for individual units on behalf of the absent unit owners. Each unit owner shall ensure its tenants are provided with such information and directed to contact them, as the landlord, in the event of any non-emergency issue.